



DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION SOUTHWEST
937 NO. HARBOR DR.
SAN DIEGO, CA 92132-0058

IN REPLY REFER TO:

COMNAVREGSWINST 12575.2

N20

12 APR 2002

COMNAVREGSW INSTRUCTION 12575.2

Subj: RETENTION ALLOWANCES FOR CURRENT POLICE OFFICERS

Ref: (a) 5 USC 5753
(b) 5 CFR Part 575
(c) DoD 1400.25-M SC575
(d) DoD Memorandum dtd 16 Nov 2001

Encl: (1) Service Agreement

1. Purpose. To provide policy and guidance for implementing a group retention allowance within the Public Safety Program, Regional Security Program, for retaining Police Officers, (GS-0083) in accordance with references (a) through (d).

2. Applicability. The retention allowance pertains to current employees with one year or more of continuous service. A group retention allowance of up to 10 percent of the employees' basic rate of pay (exclusive of locality pay) for the grade and step at which he/she is employed will be authorized for Police Officers within Commander, Navy Region Southwest, at those locations in which it has been determined that the use of such an allowance is necessary in order to retain the employee. Requests for approval of a group retention allowance over 10 percent must be submitted through the Department of the Navy and Department of Defense for submission to the Office of Personnel Management. Each retention allowance paid shall be based upon a written determination that it is essential to retain the employee and that there is a high risk that a significant number of employees would be likely to leave the federal service in the absence of such a payment. In addition, the use of a retention allowance is based on the following criteria:

a. The extent to which the employee's departure would affect this Activity's ability to carry out an activity or perform a function that is deemed essential to the Command's mission;

b. The success of recent efforts to recruit and retain quality candidates for similar positions;

c. Recent turnover in similar positions; and/or

12 APR 2002

d. Labor-market factors including high demand in the private sector for the skills possessed by the employee, availability of candidates with the qualifications necessary to perform the full range of duties of the position with minimum disruption, and significant disparities between federal and non-federal salaries that may affect the organization's ability to retain quality candidates for similar positions now or in the future.

3. Procedure

a. Retention allowances are to be paid only to current employees with one year or more of continuous service and who are not currently under a service agreement for receipt of either a recruitment or relocation bonus. An employee may be paid a retention allowance of up to 10% of the basic rate of pay (exclusive of locality pay) at which he/she is currently employed. A retention allowance is paid at the same time and manner as basic pay (not as a lump sum) although it is not considered a part of basic pay.

b. Payment of retention allowances will be reviewed annually and may be reduced or terminated at any time in accordance with the policy of Commander, Navy Region Southwest.


c. The Regional Security Program Manager is hereby authorized to prepare and process retention allowances based upon his/her determination, in conjunction with Commander, Navy Region Southwest Human Resources Office, that the criteria noted above is met. This determination will be cited on a Request for Personnel Action (RPA) for a retention allowance in Part A, Requesting Office, Remarks section, as follows: "I certify that a retention allowance is justified based upon criteria outlined in COMNAVREGSWINST 12575.2." The percentage and amount of the retention allowance will also be included.

d. The Commander, Navy Region Southwest Human Resources Office, will advise managers concerning information necessary for the establishment of a retention allowance, determine the eligibility of employees to receive a retention allowance, and the percentage and amount of a retention allowance.

e. The individual receiving the retention allowance will enter into a written service agreement, enclosure (1), which states the conditions of payment of a retention allowance.

12 APR 2002

4. Bargaining obligations must be fulfilled when utilizing retention allowances.
5. The Regional Security Program or the Human Resources Office can provide additional information.


D. C. KENDALL
Deputy and
Chief of Staff

12 APR 2002

RECRUITMENT/RELOCATION BONUS or RETENTION ALLOWANCE SERVICE AGREEMENT

5 USC 5753 and 5754 and Part 575 of Title 5, Code of Federal Regulations provide, under certain conditions, that the bonuses/allowances indicated below can be offered to certain categories of employees. Accordingly, the following agreement will be used to establish eligibility for these bonuses/allowances.

This agreement is for (check one):

☐ RECRUITMENT BONUS☐ RELOCATION BONUS☐ RETENTION ALLOWANCE

I, _____ have accepted the bonus/allowance indicated above for the position of **Police Officer /** (_____) at (____). I understand that the bonus/allowance will be (____%) of my basic rate of pay (exclusive of locality pay).

For Recruitment/Relocation Bonuses only: By accepting this bonus, I agree to remain in government service for a minimum period of 12 months beginning with the date I report for duty. I understand that the recruitment/relocation bonus must be repaid if I fail to complete the period of employment established by this Service Agreement, or if I am removed for cause before expiration of the required minimum service period. The amount of the repayment will be determined in accordance with the policy of Commander, Navy Region Southwest. I understand and authorize the government to withhold any final pay due to me to apply against or liquidate any indebtedness arising from my violation of the agreement.

For Retention Allowance only: I understand that the payment of this allowance will be reviewed annually and may be reduced or terminated at any time, in accordance with the policy of Commander, Navy Region Southwest.

I agree to the terms of this contract:

Employee Signature

HRO Representative Signature

Employee Name

HRO Representative Name

Date

Date

Enclosure (1)